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11 **IN THE UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **WESTERN DIVISION AT LOS ANGELES**

14 INTERDIGITAL INC.,  
15 INTERDIGITAL VC HOLDINGS,  
16 INC., INTERDIGITAL MADISON  
17 PATENT HOLDINGS, SAS, AND  
18 INTERDIGITAL CE PATENT  
19 HOLDINGS, SAS,

20 Plaintiffs and  
21 Counterclaim-  
22 Defendants,

23 v.

24 THE WALT DISNEY COMPANY,  
25 DISNEY MEDIA AND  
26 ENTERTAINMENT DISTRIBUTION  
27 LLC, DISNEY DTC LLC, DISNEY  
28 STREAMING SERVICES LLC,  
DISNEY ENTERTAINMENT &  
SPORTS LLC, DISNEY PLATFORM  
DISTRIBUTION, INC., BAMTECH,  
LLC, HULU, LLC, AND ESPN, INC.,

Defendants and  
Counterclaim-  
Plaintiffs.

Case No. 2:25-cv-895-WLH-BFM

**MEMORANDUM OF POINTS  
AND AUTHORITIES IN  
SUPPORT OF DEFENDANTS'  
MOTION FOR PRELIMINARY  
INJUNCTION RELATED TO  
INTERDIGITAL'S REQUEST  
FOR INJUNCTION IN BRAZIL**

Judge: Hon. Wesley L. Hsu  
Magistrate: Hon. Brianna F. Mircheff  
Hearing: May 30, 2025 at 1:30 pm

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## INTRODUCTION

Over two decades ago, a United Nations specialized agency for digital technologies—the International Telecommunication Union (“ITU”)—helped guide the development and commercial adoption of video coding standards used in streaming called H.264 and H.265 (together, the “Compression Standards”). The ITU accepted various video coding technologies from patent owners for incorporation into these standards that, once commercially adopted by an entire industry, would facilitate interoperability across commercial video streaming products and services. The ITU required developers to expressly agree to license any patents they believed to cover the Compression Standards on reasonable and non-discriminatory (“RAND”) terms. A promise to license on RAND terms protects companies that were willing to invest millions of dollars and decades of development to create products and services that incorporated the Compression Standards from injunctions and unreasonable patent license demands. Such standardization also protects consumers from purchasing potentially obsolete formats when incompatible technologies—such as Betamax vs. VHS tapes—are introduced by competing companies. Indeed, the only way such complex technology can be universally adopted by an entire industry—including all competitors within that industry—is with fairness and cooperation, the foundation of which is the promise of RAND licensing terms.

InterDigital and its predecessor-in-interest expressly promised the ITU to license their Compression Standards patents on RAND terms. Now, however, InterDigital has reneged on that central promise and launched a global litigation campaign asserting its patents against Defendants’ use of the Compression Standards. Specifically, InterDigital has asked a Brazilian court to issue an injunction preventing Defendants from implementing the Compression Standards.

In short, InterDigital’s new patent licensing strategy is to ambush companies, like Defendants, that relied on the RAND promises that developers have made to

1 the ITU for decades. InterDigital’s foreign patent litigation seeks to force  
2 Defendants to agree to licensing terms that are not “reasonable,” or risk losing their  
3 entire investment in a market. InterDigital selectively sued in Brazil because its  
4 courts historically have granted injunctions in patent cases within months of the  
5 complaint being filed, even while the merits of the patents continue to be litigated.  
6 In fact, the Brazilian court could issue a preliminary injunction preventing  
7 Defendants from offering their Disney+ streaming platform in that country as soon  
8 as *June 2025*.

9       Allowing InterDigital to race to a court in Brazil to procure an injunction  
10 would improperly interfere with this Court’s resolution of Defendants’ RAND  
11 licensing claims and irreparably injure Defendants. If InterDigital were successful  
12 in ignoring its RAND promises, it would also undermine the very framework that  
13 facilitated the cooperative creation of the Compression Standards between  
14 developers and commercial entities. The standard-setting process only works  
15 because standard-setting organizations (“SSOs”), such as the ITU, require their  
16 participants who own patents that read on a standard to grant licenses on RAND  
17 terms. Without such RAND licensing obligations, after an industry adopts a  
18 standard, one patent owner could undermine the standard by seeking injunctive  
19 relief against its use unless the entire industry pays excessive, non-RAND royalties.  
20 Such conduct, if permitted here, will ultimately harm consumers by reducing  
21 competition and increasing prices of services that rely on the Compression  
22 Standards.

23       Defendants have already filed counterclaims in this action relating to  
24 InterDigital’s breach of its RAND licensing obligations. By this motion,  
25 Defendants seek a preliminary injunction to prevent irreparable injury to  
26 Defendants arising from InterDigital’s concurrently filed Brazilian lawsuit.  
27 Specifically, as other courts have done in similar circumstances, Defendants seek a  
28 preliminary injunction preventing InterDigital from enforcing injunctive relief in

1 Brazil until this Court determines whether InterDigital breached its RAND  
2 licensing obligations. This remedy would not affect the merits of the Brazilian  
3 action in any way. The Ninth Circuit and U.S. district courts have enjoined  
4 plaintiffs from enforcing such injunctions in foreign countries, including in a case  
5 involving the same Compression Standards that are the sole basis for InterDigital's  
6 infringement claims in Brazil.

7 Defendants satisfy each element of the three-prong test that courts apply  
8 when considering whether to issue such an injunction. *First*, Defendants satisfy the  
9 two threshold requirements because the parties and issues are the same in both the  
10 domestic and foreign suits. This action will also be dispositive of whether  
11 injunctive relief is permissible in Brazil. *Second*, while Defendants need only  
12 satisfy one so-called *Unterweser* factor to qualify for an injunction, Defendants  
13 satisfy at least three. *Finally*, Defendants' proposed injunction is narrowly tailored  
14 in both scope and time and will have no intolerable impact on comity. The Court  
15 should issue the proposed preliminary injunction and maintain the status quo.

## 16 **FACTUAL BACKGROUND AND PROCEDURAL HISTORY**

### 17 **I. The Lawsuits in the United States and Brazil.**

18 InterDigital filed its Complaint in this action on February 2, 2025. *See* Dkt. 1.  
19 It alleges that Defendants infringe five patents: U.S. Patent Nos. 8,406,301 (the  
20 "'301 Patent"), 10,805,610 (the "'610 Patent"), 11,381,818 (the "'818 Patent"),  
21 9,185,268, and 8,085,297. *Id.* ¶ 1, Exs. A.1-E.1. One day later, an InterDigital  
22 affiliate and Plaintiff in this case—InterDigital VC Holdings, Inc.—filed a  
23 complaint against The Walt Disney Company (Brasil) LTDA in Brazil (the  
24 "Brazilian Action"). Declaration of Natalia Barzilai ("Barzilai Decl.") ¶ 3.

25 In the Brazilian Action, InterDigital alleges that Defendants' Brazilian  
26 affiliate infringes Brazilian Patent Nos. PI0305519-1 and PI0318825-6 (the  
27 "Brazilian Patents"). *Id.* ¶ 5. InterDigital asks the Brazilian court to issue  
28 preliminary and permanent injunctions that would effectively exclude Defendants'



1 Disney+ streaming platform from Brazil. *Id.* ¶ 6. If the Brazilian court finds in  
2 InterDigital’s favor, it may issue a preliminary injunction enjoining Defendants  
3 from offering the Disney+ streaming platform in Brazil as soon as June 2025.  
4 Barzilai Decl. ¶¶ 10-13.

## 5 **II. Standards and RAND Commitments.**

6 Industry standards “ensure the interoperability of products [and] facilitate the  
7 sharing of information among purchasers of products from competing  
8 manufacturers, thereby enhancing the utility of all products and enlarging the  
9 overall consumer market.” *Broadcom Corp. v. Qualcomm Inc.*, 501 F.3d 297, 308  
10 (3d Cir. 2007). The Compression Standards are the reason Defendants’ Disney+  
11 streaming platform, Netflix, YouTube, and other platforms can stream video to  
12 different hardware manufacturers’ (e.g., Apple and Samsung) devices. To succeed,  
13 industry stakeholders must “all use the same set of standards when designing their  
14 devices and networks to ensure compatibility between various devices and  
15 networks.” *Id.*

16 SSOs play an essential role in the standard-setting process. Technical  
17 standards often incorporate a variety of patented and un-patented technologies. In  
18 selecting technologies to include in a standard, however, SSOs may effectively  
19 enable patent holders to abuse their position, as the Third Circuit has explained:

20 [T]he patent holder is in a position to “hold up” industry  
21 participants from implementing the standard. Industry  
22 participants who have invested significant resources  
23 developing products and technologies that conform to the  
24 standard will find it prohibitively expensive to abandon  
25 their investment and switch to another standard. They will  
26 have become “locked in” to the standard. In this unique  
27 position of bargaining power, the patent holder may be able  
28



1 to extract supracompetitive royalties from the industry  
2 participants.

3 *Broadcom*, 501 F.3d at 310.

4 Recognizing this risk, many SSOs have adopted intellectual property rights  
5 (“IPR”) policies that minimize the potential for exploitation. IPR policies generally  
6 require participants to timely disclose patent rights during the standard-setting  
7 process. Disclosure enables SSOs to make informed decisions in considering  
8 alternative technical proposals. These policies also generally require participants  
9 who claim to own patents that read on the standard to grant licenses on RAND  
10 terms. *See Broadcom*, 501 F.3d at 313 (“To guard against anticompetitive patent  
11 hold-up, most S[S]Os require firms supplying essential technologies for inclusion  
12 in a prospective standard to commit to licensing their technologies on [R]RAND  
13 terms.”).

14 These RAND commitments are binding contracts between patent owners and  
15 SSOs, and implementers of the standard may enforce them as third-party  
16 beneficiaries. *Microsoft Corp. v. Motorola, Inc.*, 696 F.3d 872, 884 (9th Cir. 2012)  
17 (affirming that Microsoft could sue as a third-party beneficiary to enforce  
18 Motorola’s RAND commitments). RAND commitments serve as essential checks  
19 on standard-setting’s anticompetitive risks. For example, if a patent holder refuses  
20 to commit to license on RAND terms, SSO rules typically require that another  
21 technology be selected for the standard, or that the function covered by the patented  
22 technology not be standardized at all. *See Microsoft Corp. v. Motorola, Inc.*, 864 F.  
23 Supp. 2d 1023, 1032 (W.D. Wash. 2012) (SSOs routinely refuse to adopt  
24 “technology into a standard unless [they] can obtain a declaration from the patent  
25 holder agreeing to either license free of charge or on RAND terms”). Moreover,  
26 RAND commitments protect the benefits a standard provides to consumers (*e.g.*,  
27 lower costs and increased competition) by ensuring that a patent holder cannot  
28

1 extract unreasonably high royalties by threatening injunctions after an industry has  
2 already adopted the standard. *See Microsoft*, 696 F.3d at 884.

3 **III. The Accused Compression Standards.**

4 Video coding or compression is the process of encoding a video file to  
5 reduce its size while maintaining an acceptable level of visual quality. *See*  
6 Declaration of Ketan Mayer-Patel (“Mayer-Patel Decl.”) ¶ 7. An encoded video is  
7 represented as a bitstream—a sequence of bits—that can be transmitted to another  
8 device (e.g., a TV or smartphone) over the internet. *Id.* ¶¶ 13-14. The other device  
9 can then decode the received encoded video bitstream to play the video. The  
10 compression process enables video streaming platforms (e.g., Disney+, Netflix, and  
11 YouTube) to efficiently transmit high-quality videos over the internet. *See id.*

12 The ITU and its associated SSOs standardized the Compression Standards.  
13 *See id.* ¶ 9. The H.264 standard, which the ITU released in 2003, is the  
14 predominant, and therefore the most compatible, video-coding standard in current  
15 use for streaming services. *See id.* ¶ 10. The ITU released the H.265 standard  
16 around 2013 as the successor to the H.264 standard. *See id.* A variety of  
17 implementers use the H.265 standard to encode ultra-high-definition content.  
18 *See id.*

19 The Compression Standards specify various techniques to compress videos.  
20 *See id.* ¶ 12. One such technique is motion compensation, which involves analyzing  
21 the movement of objects in a video so that the positions of those objects can be  
22 predicted. *Id.* The accuracy of motion compensation can be enhanced using a  
23 feature called weighted-prediction in scenes where lighting changes, fades, or  
24 gradually transitions. *Id.* ¶ 13. The weighted-prediction feature is specified in both  
25 Compression Standards, which define the process of decoding a bitstream that  
26 implements the weighted-prediction feature. *Id.* Accordingly, the Compression  
27 Standards effectively define what an encoder is required to include in a bitstream to  
28 comply with the standard’s weighted-prediction feature. *Id.*

1 In the Brazilian Action, InterDigital has asserted both of the Brazilian Patents  
2 against Disney+ based on its use of video compliant with the Compression  
3 Standards’ weighted-prediction feature. *Id.* ¶¶ 15-23.

4 **IV. InterDigital’s Patents Are RAND-Encumbered.**

5 InterDigital is a non-practicing entity headquartered in Delaware whose only  
6 business is acquiring and asserting patents. *See* Dkt. 1 ¶¶ 27, 30. InterDigital does  
7 not provide any goods or services, nor does it otherwise compete with Defendants.  
8 InterDigital did nothing to actually develop the asserted patents’ underlying  
9 technology and simply purchased the patents from Technicolor and its subsidiary  
10 Thomson Licensing (“Thomson”).

11 **A. InterDigital and Its Predecessor-in-Interest Committed to License**  
12 **the Patents Asserted in this Action and in Brazil on RAND Terms.**

13 Thomson—InterDigital’s the predecessor-in-interest with regard to the  
14 patents now asserted against Defendants’ use of the Compression Standards in the  
15 United States, Brazil, and Europe—committed to license any of its patents that are  
16 required to implement the Compression Standards on RAND terms, including  
17 patents asserted in this case and both Brazilian Patents.

18 The ITU’s Common Patent Policy specified that patent holders would make  
19 commitments to license their patents on RAND terms by submitting a Declaration  
20 Form to the ITU and its associated SSOs. The ITU’s Patent Policy stated:

21 The Declaration Form gives Patent Holders the means of  
22 making a licensing declaration relative to rights in  
23 Patents required for implementation of a specific  
24 Recommendation | Deliverable. Specifically, by  
25 submitting this Declaration Form the submitting party  
26 declares its willingness to license (by selecting option 1 or  
27 2 on the Form) /or its unwillingness to license (by selecting  
28 option 3 on the Form), according to the Patent Policy,

1 Patents held by it and whose licence would be required to  
2 practice or implement part(s) or all of a specific  
3 Recommendation | Deliverable.

4 Declaration of Ryan Yagura (“Yagura Decl.”), Ex. H.

5 Thomson submitted an executed Declaration Form dated June 19, 2014  
6 identifying the H.264 standard (referred to as “ITU-Recommendation H.264”) and  
7 stating:

8 The Patent Holder [i.e., Thomson] believes that it holds  
9 granted and/or pending applications for Patents, the use of  
10 which would be required to implement the above document  
11 [i.e., the H.264 standard] and hereby declares, in  
12 accordance with the Common Patent Policy for ITU-  
13 T/ITU-R/ISO/IEC, that . . . :

14 The Patent Holder is prepared to grant a license to an  
15 unrestricted number of applicants on a worldwide, non-  
16 discriminatory basis and on reasonable terms and  
17 conditions to make, use and sell implementations of the  
18 above document.

19 *Id.*, Ex. D. Therefore, Thomson committed to license on RAND terms any  
20 patents it held that are required to implement the H.264 standard. In this  
21 declaration, Thompson also specifically identified the ’301 Patent asserted in  
22 this action as an example of one such patent that it believed is “required to  
23 implement” the H.264 standard and that it committed to license on RAND  
24 terms. *Id.* at p. 3 (entry no. 2).<sup>1</sup> The two Brazilian Patents asserted in the

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25 <sup>1</sup> Thomson also identified U.S. Patent Application Nos. PCT/2011/000856 and  
26 PCT/2011/039579—of which the ’610 and ’818 Patents in this case are  
27 continuations—in a similar declaration dated December 18, 2012 pertaining to the  
28

1 Brazilian Action are foreign counterparts of the '301 Patent. *See* Mayer-  
2 Patel Decl. ¶16, Exs. F-H.

3 Thomson submitted a similar declaration dated December 18, 2012  
4 committing to license on RAND terms any patents it held that are required to  
5 implement the H.265 standard (referred to as “ISO/IEC 23008-2 (MPEG-H,  
6 Part 2)”). Yagura Decl., Ex. E. In this declaration, Thomson also specifically  
7 identified the Brazilian Patents (PI0305519.1 and PI0318825.6) as examples  
8 of patents it believed are “required to implement” the H.265 standard and  
9 that it was committing to license on RAND terms. *Id.* at p. 17 (entry nos.  
10 138 and 142).

11 Thomson’s declarations bind InterDigital and obligate it to license these  
12 asserted patents to any implementer of the Compression Standards—including  
13 Defendants—on RAND terms. Pursuant to the ITU’s intellectual property rights  
14 policy, RAND commitments run with any patent once it has been declared. *Id.*,  
15 Ex. C (“Licensing declarations made pursuant to Clause 2.1 or 2.2 of the Common  
16 Patent Policy for ITU-T/ITU-R/ISO/IEC shall be interpreted as encumbrances that  
17 bind all successors-in-interest as to the transferred Patents.”).<sup>2</sup>

18 Therefore, both InterDigital and its predecessor-in-interest committed  
19 themselves to license the asserted patents on RAND terms to implementers of the  
20 Compression Standards. *See id.* Exs. C-I. “Implicit in such a sweeping promise is,  
21

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22 H.265 standard. Yagura Decl., Ex. E. It also identified U.S. Patent No. 9,235,774,  
23 of which the '818 Patent is also a continuation, in a similar declaration dated  
June 7, 2016 pertaining to the H.265 standard. *Id.*, Ex. F.

24 <sup>2</sup> Thomson continued submitting similar declarations to these SSOs until shortly  
25 before it transferred much of its patent portfolio to InterDigital. *See, e.g.*, Yagura  
26 Decl., Ex. G. Moreover, after acquiring Thomson’s patents in 2018, InterDigital  
27 acknowledged its RAND commitments by submitting its own Patent Statement and  
28 Licensing Declaration pursuant to the ITU’s Patent Policy in 2020. Ex. I. In that  
declaration, InterDigital promised to offer to any willing licensee a license to any of  
its patents essential to the H.265 standard on RAND terms. *See id.*

1 at least arguably, a guarantee that [InterDigital would] not take steps to keep  
2 would-be users from using the patented material, such as seeking an injunction, but  
3 w[ould] instead proffer licenses consistent with the commitment made.” *See*  
4 *Microsoft*, 696 F.3d at 884 (construing ITU IPR policy to require patent holders to  
5 negotiate RAND licenses in good faith before seeking exclusionary remedies).

6 **B. InterDigital Has Asserted the Patents as SEPs.**

7 InterDigital, in addition to committing to license the asserted patents in this  
8 action and the Brazilian Patents on RAND terms, also characterized these patents as  
9 required by the Compression Standards in its infringement allegations. *See* Mayer-  
10 Patel Decl. ¶¶ 15-23. In the Brazilian Action, and for certain patents in this action,  
11 InterDigital’s infringement allegations rely exclusively on the Compression  
12 Standards. *See id.* ¶¶ 15-23; Exs. C-E.

13 Incongruously, InterDigital simultaneously argues that “video encoding  
14 technology itself is not specified in the H.264/5 standards and thus it is not RAND  
15 encumbered.” Declaration of Timothy Lee (“Lee Decl.”), Ex. 2. But the ’301 Patent  
16 and the Brazilian Patents *only* contain claims related to video encoding—and  
17 additionally InterDigital and its predecessor-in-interest specifically identified these  
18 video-encoding patents as required by the standards and promised to license them  
19 on RAND terms. *See* Mayer-Patel Decl. ¶ 16; Yagura Decl., Exs. C-I. This cannot  
20 be reconciled with InterDigital’s infringement allegations in this case, which  
21 exclusively accuse essential portions of the Compression Standards. *See* Mayer-  
22 Patel Decl. ¶¶ 15-23.

23 Indeed, in the Brazilian Action, InterDigital’s infringement allegations are  
24 solely based on parts of a video bitstream the Compression Standards specify are  
25 required to implement the accused weighted-prediction feature of the standards.  
26 Mayer-Patel Decl. ¶ 23. According to the Compression Standards, a video encoder  
27 must produce the accused parts of a video bitstream to implement the weighted-  
28 prediction feature of the standards. *Id.* InterDigital’s infringement allegations in this

1 case therefore contradict its argument that the accused “video encoding technology  
2 itself is not specified in the H.264/5 standards and thus it is not RAND  
3 encumbered.” Lee Decl., Ex. 2.

4 **V. InterDigital Breached Its Contractual Obligations by Never Offering**  
5 **Defendants a License on RAND Terms.**

6 InterDigital breached its RAND licensing obligations by filing this action and  
7 the Brazilian Action, and by seeking injunctive relief in Brazil, before ever offering  
8 Defendants a license to the asserted patents on RAND terms. In July 2022,  
9 InterDigital first contacted Defendants about licensing its patent portfolio. Lee  
10 Decl. ¶¶ 4, 5. However, as confirmed by its recent correspondence, InterDigital has  
11 taken the position that it is not obligated to offer Defendants a patent license on  
12 RAND terms. *Id.* ¶¶ 5-7.

13 After InterDigital filed this action and the Brazilian Action, Defendants  
14 requested that InterDigital comply with its obligations and provide a RAND offer.  
15 *Id.* ¶¶ 4-6, Ex. 1. Defendants explained (i) that the patents InterDigital asserted  
16 against them based on their compliance with the Compression Standards (or the  
17 patent applications from which they issued) were previously assigned to Thomson,  
18 and (ii) that Thomson had submitted declarations to the ITU committing to “grant a  
19 license to an unrestricted number of applicants on a worldwide, non-discriminatory  
20 basis and on reasonable terms and conditions to make, use and sell implementations  
21 of the [applicable H.264/AVC or H.265/HEVC standard] document[s].” *Id.*

22 Defendants also requested that InterDigital propose a license on RAND  
23 terms. *Id.* ¶¶ 6-7, Ex. 1. However, in response, InterDigital confirmed it is unwilling  
24 to do so. *Id.* ¶ 7, Ex. 2. InterDigital refused to provide a RAND offer and insisted  
25 that the asserted patents are “not RAND encumbered”—ignoring Thomson’s and  
26 InterDigital’s commitments to the ITU, and the fact that InterDigital’s infringement  
27 contentions are based entirely on Defendants’ compliance with the Compression  
28 Standards. *Id.*; Mayer-Patel Decl. ¶¶ 15-23.



1           Instead, InterDigital strategically chose to sue in Brazil because Brazilian  
2 courts adjudicate patent infringement cases on an expedited timeline and have  
3 historically permissively granted injunctive relief. *See* Barzilai Decl. ¶¶ 6-13. Based  
4 on the current timeline of the Brazilian Action, and without addressing invalidity or  
5 any of Defendants’ other affirmative defenses, the Brazilian court could rule on  
6 infringement and issue an injunction as soon as June 2025. *See id.* ¶ 11.

7       **VI. Enforcement of an Injunction in Brazil Would Irreparably Harm**  
8       **Defendants.**

9           An injunction in Brazil would irreparably injure Defendants’ Disney+  
10 streaming platform business. Defendants encode all of the video content that they  
11 make available to their customers through Disney+ in Brazil using one or both of  
12 the Compression Standards. Declaration of Scott Labrozzi (“Labrozzi Decl.”) ¶¶ 8,  
13 10, 12. Not only would it be extremely expensive to re-encode this content to an  
14 alternative video coding, but such a change would likely cause serious service  
15 disruptions and technical problems for consumers. *Id.* ¶¶ 9-12. Therefore, a court  
16 order broadly enjoining the use of these standards in Brazil would essentially  
17 prevent Defendants from offering Disney+ in that country.

18           If InterDigital were to enforce such an injunction against Defendants,  
19 Defendants would likely immediately lose all of their approximately [REDACTED]  
20 Disney+ subscribers in Brazil. Declaration of Paula Beck (“Beck Decl.”) ¶ 8.  
21 Moreover, if Defendants had to discontinue Disney+ in Brazil, they would likely  
22 never regain all of their subscribers. *Id.* ¶¶ 12-17. Defendants will have lost their  
23 “early-mover” advantage in the market, and Defendants’ current contracting  
24 partners in Brazil would be unlikely to work with Defendants again in the future.  
25 *Id.* ¶¶ 14-15. Defendants would likely lose over [REDACTED] in subscription revenue  
26 alone in just the next three fiscal years from the loss of Disney+ subscribers. *Id.*  
27 ¶ 10.

1 Defendants employ over [REDACTED] people in Brazil, [REDACTED] of whom support  
2 Disney+. *Id.* ¶¶ 20-22. Should an injunction issue in Brazil, Defendants may be  
3 forced to lay off these employees. *Id.* ¶ 23. Defendants have also invested  
4 significant amounts of money and resources in developing the Disney+ brand.  
5 Since Defendants launched Disney+ in November 2019, Defendants have invested  
6 approximately [REDACTED] worldwide in marketing, labor, and technical  
7 development toward the Disney+ brand. *Id.* ¶ 25. In Brazil alone, Defendants have  
8 invested approximately [REDACTED] in Disney+. *Id.* Discontinuing Disney+ in  
9 Brazil would inflict serious damage on the Disney+ brand and image—both in  
10 Brazil and possibly worldwide. *Id.* ¶¶ 26-29.

11 Moreover, much of the content on Disney+ is particularly directed toward  
12 children, such as Defendants’ popular movies *The Lion King*, *Frozen*, *Cinderella*,  
13 and many others. *Id.* ¶ 26. Indeed, Defendants’ brand, including the Disney+ brand,  
14 is built with consumers from a very early age. *Id.* If this content were no longer  
15 available in Brazil due to an injunction against Disney+, Defendants will forever  
16 lose a positive association between children in Brazil and Defendants’ brand. *Id.*

### 17 LEGAL STANDARD

18 Courts may enter an injunction to preserve the status quo by enjoining a party  
19 from enforcing injunctive relief in a foreign patent infringement action. *See*  
20 *generally Microsoft*, 696 F.3d at 888. A court may issue such an injunction when a  
21 party’s foreign litigation “frustrates the court’s ability to adjudicate issues properly  
22 before it,” or when “the integrity of the action before th[e] court will be lessened.”  
23 *Microsoft Corp. v. Motorola, Inc.*, 871 F. Supp. 2d 1089, 1100 (W.D. Wash. 2012).

24 Courts have applied a three-step analytical framework, referred to as the  
25 *Gallo* requirements, to decide whether to issue such injunctions. *See generally*  
26 *Microsoft*, 696 F.3d at 881-88 (applying the framework laid out in *E. & J. Gallo*  
27 *Winery v. Andina Licores S.A.*, 446 F.3d 984, 989 (9th Cir. 2006), and the factors in  
28 *In re Unterweser Reederei GMBH*, 428 F.2d 888, 896 (5th Cir. 1970)). First, there

1 are two threshold requirements: “the parties and issues must be the same in both the  
2 domestic and foreign suits, and the domestic suit must be dispositive of the foreign  
3 action to be enjoined.” *Telefonaktiebolaget LM Ericsson v. Lenovo (United States),*  
4 *Inc.*, 120 F.4th 864, 868 (Fed. Cir. 2024) (“*Lenovo*”) (applying *Gallo*  
5 requirements). Once the movant meets these requirements, the domestic court must  
6 determine whether the movant satisfies at least one of the four “*Unterweser*”  
7 factors: “whether the foreign litigation would (1) frustrate a policy of the forum  
8 issuing the [anti-suit] injunction; (2) be vexatious or oppressive; (3) threaten the  
9 issuing court’s *in rem* or *quasi in rem* jurisdiction; or (4) where the proceedings  
10 prejudice other equitable consideration[s].” *Lenovo*, 120 F.4th at 869; *Microsoft*,  
11 696 F.3d at 881-82. If the court concludes at least one *Unterweser* factor applies, it  
12 must consider comity principles. *See Microsoft*, 696 F.3d at 881-82. As long as the  
13 impact on comity is “tolerable,” the court may grant an anti-suit injunction. *Id.*

14 In that same vein, “[a] preliminary injunction is not a preliminary  
15 adjudication on the merits, but a device for preserving the status quo and preventing  
16 the irreparable loss of rights before judgment.” *See Textile Unlimited, Inc. v.*  
17 *A..BMH & Co.*, 240 F.3d 781, 786 (9th Cir. 2001). “A plaintiff seeking a  
18 preliminary injunction must establish that he is likely to succeed on the merits, that  
19 he is likely to suffer irreparable harm in the absence of preliminary relief, that the  
20 balance of equities tips in his favor, and that an injunction is in the public interest.”  
21 *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).

## 22 ARGUMENT

23 The Court should enjoin InterDigital from enforcing any injunction it obtains  
24 in the Brazilian Action until the Court resolves Defendants’ breach of RAND  
25 licensing claims in this action. Defendants meet each of the *Gallo* requirements: the  
26 parties and issues are the same, the domestic suit will resolve the availability of a  
27 foreign injunction, at least one *Unterweser* factor applies, and a narrowly tailored  
28 injunction against InterDigital by this Court will not offend principles of comity.

**I. The Facts Weigh in Favor of a Preliminary Injunction Against Enforcement of an Injunction in Brazil.**

**A. Defendants Meet Both Threshold Requirements.**

Because the parties to this action and the Brazilian Action are essentially the same, and because this Court’s adjudication of Defendants’ RAND counterclaims will fully dispose of the availability of an injunction in the Brazilian Action (should infringement ultimately be found as to the asserted Brazilian Patents), Defendants meet both of *Gallo*’s threshold requirements. *See Lenovo*, 120 F.4th at 868; *Microsoft*, 696 F.3d at 881.

**1. The Parties and Issues in the Domestic and Foreign Suits Are the Same.**

The parties to this action and the Brazilian Action are the parent companies and affiliates of InterDigital and Defendants. *See supra* at Background Section I. Specifically, InterDigital VC Holdings, Inc.—one of the same entities that brought this case against Defendants—sued a Disney entity operating in Brazil. *See Mayer-Patel*. Decl., Ex. C. In evaluating the commonality of the parties prong, “[p]erfect identity of parties is not required.” *Microsoft*, 871 F. Supp. 2d at 1098. Rather, “it suffices that the parties be affiliated in such a way that their interests coincide.” *Id.* That is the case here: the parties in each action are substantially and functionally the same, and their interests coincide.

**2. Defendants Meet *Gallo*’s “Dispositive” Requirement.**

Defendants meet the “dispositive” requirement because the resolution of Defendants’ breach of RAND licensing claims in this action will dispose of the availability of injunctive relief in the Brazilian Action.

In *Microsoft*, the Ninth Circuit explained “Microsoft’s contract-based claims, including its claim that the RAND commitment precludes injunctive relief, would, if decided in favor of Microsoft, determine the propriety of the enforcement by Motorola of the injunctive relief [it] obtained in Germany.” 696 F.3d at 885. The

1 Court explained the domestic suit was “dispositive” of the foreign one, even though  
2 it “le[ft] Motorola free to continue litigating its German patent claims against  
3 Microsoft as to damages or other non-injunctive remedies to which it may be  
4 entitled.” *Id.* at 889. Similarly, in *Lenovo*, the Federal Circuit explained Lenovo  
5 satisfied the “dispositive” requirement of the test “because (1) the [ ] FRAND  
6 commitment preclude[d] Ericsson from pursuing SEP-based injunctive relief unless  
7 it has first complied with the commitment’s obligation to negotiate in good faith  
8 over a license to those SEPs; and (2) whether Ericsson has complied with that  
9 obligation is an issue before the district court.” 120 F.4th at 878.

10 *Microsoft* and *Lenovo* control here. As described in Defendants’  
11 counterclaims (and in Background Section IV above), this action and the Brazilian  
12 Action involve patents encumbered by InterDigital’s and Thomson’s RAND  
13 promises. *See* Dkt. 42 at Counterclaims ¶¶ 32-67. In this action, Defendants  
14 contend InterDigital breached those contractual promises, and InterDigital itself  
15 acknowledges it never offered Defendants a RAND license. *See* Lee Decl., Ex. 2.  
16 That dispute is therefore squarely before this Court.

17 In this action, Defendants will demonstrate that InterDigital is not entitled to  
18 enforce injunctive relief on the Brazilian Patents. *See Microsoft*, 696 F.3d at 885;  
19 *Lenovo*, 120 F.4th at 876. InterDigital “entered into a [RAND] contract that affects  
20 how [it] may enforce certain of its patents,” and “[w]hen that contract is enforced  
21 by a U.S. court, the U.S. court is not enforcing [foreign] patent law but, rather, the  
22 private law of the contract between the parties.” *See Lenovo*, 120 F.4th at 878. And  
23 where, as here, the resolution of that contractual dispute determines the availability  
24 of injunctive relief, the “dispositive” requirement is satisfied. *See id.* at 874 n.12  
25 (holding the “dispositive” prong satisfied by “an issue in the domestic suit that, if  
26 resolved in the antisuit-injunction movant’s favor, would dictate the impropriety of  
27 a party pursuing SEP-based injunctive relief”).  
28

1           **B. Multiple *Unterweser* Factors Militate in Favor of Issuing an Anti-**  
2           **Suit Injunction.**

3           While Defendants must satisfy only one of the four *Unterweser* factors,  
4 Defendants satisfy at least three. InterDigital’s “foreign litigation would  
5 (1) frustrate a policy of the forum issuing the [anti-suit] injunction; (2) be vexatious  
6 or oppressive,” and (3) “prejudice other equitable consideration[s].” *Id.* at 869;  
7 *Microsoft*, 696 F.3d at 881-82.

8                   **1. InterDigital’s Enforcement of a Brazilian Injunction Will**  
9                   **Frustrate Domestic and Public Policies.**

10          Allowing InterDigital to enforce a foreign injunction against Defendants in  
11 breach of its RAND commitments would frustrate specific domestic policies,  
12 including a policy against granting injunctions in cases involving SEPs when the  
13 patent holder refuses to offer a license on RAND terms. *See Huawei Techs., Co. v.*  
14 *Samsung Elecs. Co.*, 2018 WL 1784065, at \*9 (N.D. Cal. Apr. 13, 2018) (citing  
15 cases); *Microsoft*, 696 F.3d at 884 (“Implicit in such a sweeping promise [made to  
16 standards-setting organizations] is, at least arguably, a guarantee that the patent-  
17 holder will not take steps to keep would-be users from using the patented material,  
18 such as seeking an injunction, but will instead proffer licenses consistent with the  
19 commitment made[.]”).

20          U.S. courts recognize that binding RAND commitments operate to check the  
21 power patent holders acquire through standardization of their patents. *See, e.g.,*  
22 *Microsoft Corp. v. Motorola, Inc.*, 795 F.3d 1024, 1031 (9th Cir. 2015); *Apple Inc.*  
23 *v. Motorola, Inc.*, 869 F. Supp. 2d 901, 913-14 (N.D. Ill. 2012), *aff’d in part and*  
24 *rev’d in part on other grounds*, 757 F.3d 1286, 1331-32 (Fed. Cir. 2014). For  
25 similar reasons, U.S. courts have repeatedly found that foreign litigation frustrates  
26 domestic policy when parties use those litigations to evade contractual obligations.  
27 *See, e.g., Huawei*, 2018 WL 1784065, at \*10 (“[T]he policy that is undermined is  
28 this court’s ability to determine the propriety of injunctive relief in the first



1 instance.”); *Gallo*, 446 F.3d at 993 (“Andina’s pursuit of litigation in Ecuador . . .  
2 frustrates a policy of the United States courts.”).

3 Defendants have repeatedly indicated their willingness to license  
4 InterDigital’s patents on RAND terms to avoid litigation. Lee Decl., Ex. 1. But  
5 InterDigital refused—and continues to refuse—to provide any RAND license offer  
6 to Defendants. *Id.*, Ex. 2. Allowing InterDigital to threaten Defendants into  
7 submission by obtaining a foreign injunction would contravene these public-policy  
8 interests. InterDigital voluntarily and knowingly undertook RAND commitments  
9 when it purchased RAND-encumbered patents, bargaining away its right to seek an  
10 injunction if it did not first offer RAND terms. This Court should issue a  
11 preliminary injunction to prevent InterDigital from opportunistically breaking its  
12 promises and flouting domestic (and international) policies intended to prevent such  
13 abusive behavior.

14 **2. InterDigital’s Foreign Injunction Actions Are Vexatious and**  
15 **Oppressive.**

16 This case presents a clear example of vexatious and oppressive conduct in the  
17 form of InterDigital’s attempt to impose “inequitable hardship” through use of a  
18 foreign injunction, satisfying another *Unterweser* factor.

19 In connection with RAND-licensing disputes, “[foreign] injunctions w[ill]  
20 likely force [the putative licensee] to accept [the patentee’s] licensing terms, before  
21 any court has an opportunity to adjudicate the parties’ breach of contract claims.”  
22 *Huawei*, 2018 WL 1784065, at \*10. In *Microsoft*, the Ninth Circuit affirmed that  
23 foreign litigation was vexatious where it amounted to “a procedural maneuver  
24 designed to harass Microsoft with the threat of an injunction removing its products  
25 from a significant European market.” 696 F.3d at 886. The court explained the  
26 foreign injunction action “compromise[d] [its] ability to reach a just result in the  
27 case before it free of external pressure on Microsoft to enter into a ‘holdup’  
28 settlement before the litigation is complete.” *Id.*



1 InterDigital’s Brazilian Action creates the same threat of “inequitable  
2 hardship.” InterDigital’s objective is transparent—it seeks to acquire and exert  
3 leverage that it would gain from obtaining a Brazilian injunction on patents it has  
4 asserted as essential to the Compression Standards, and then coerce Defendants into  
5 paying supra-RAND royalties. *See* Mayer-Patel Decl. ¶¶ 15-23; *Microsoft*, 696 F.3d  
6 at 886. It does not even attempt to conceal that improper goal. Lee Decl., Ex. 2. It is  
7 engaging in exactly the type of abusive and opportunistic patent hold-up that SSOs  
8 seek to prevent. *See Microsoft*, 696 F.3d at 886.

9 Furthermore, because all of Defendants’ allegedly infringing acts—content  
10 encoding for Defendants’ streaming platforms—[REDACTED]  
11 [REDACTED], this Court provides the proper forum for resolving this dispute, not Brazil.  
12 Labrozzi Decl. ¶ 7. InterDigital chose Brazil for the same reasons Motorola chose  
13 Germany in *Microsoft*: the availability of permissive injunctive relief and the  
14 opportunity to shut Defendants out of a significant market. Unlike Motorola,  
15 InterDigital does not stand to derive *any* legitimate benefit from excluding Disney+  
16 from Brazil. As a non-practicing entity, InterDigital does not compete with  
17 Defendant in the streaming market, and ultimately wants Defendants to pay it  
18 money for a license. *See* Lee Decl., Exs. 1-2. That makes InterDigital’s Brazilian  
19 Action an even more obvious example of vexatious and oppressive foreign  
20 litigation than Motorola’s attempted hold-up in *Microsoft*. The Court should hold  
21 this *Unterweser* factor satisfied as well.

22 **3. The Balance of Equities Tips Decisively in Defendants’**  
23 **Favor.**

24 Absent a preliminary injunction, Defendants will suffer irreparable harm if a  
25 Brazilian court enjoins them from offering Disney+ in Brazil. As Background  
26 Section VI lays out, an injunction in Brazil would threaten a shutdown of Disney+  
27 in that country. *See* Beck Decl. ¶ 3. Because Defendants would likely lose *all* of  
28 their Disney+ subscribers, an injunction could result in Defendants losing the

1 entirety of their market share—amounting to over [REDACTED] just in the next  
2 three years—in Brazil. *Id.* ¶¶ 6-11. *See Conceptus, Inc. v. Hologic, Inc.*, 2012 WL  
3 44064, at \*2 (N.D. Cal. Jan. 9, 2012) (holding that loss of market share and loss of  
4 customers and access to potential customers may qualify as irreparable harm).

5 An injunction would also significantly damage Disney+’s brand and image.  
6 Beck Decl. ¶¶ 24-29. The loss of customer goodwill and attendant brand damage  
7 also qualify as irreparable injuries. *Cadence Design Sys., Inc. v. Avant! Corp.*, 125  
8 F.3d 824, 828 (9th Cir. 1997) (issuing an injunction because evidence of irreparable  
9 harm in the form of “lost sales and [plaintiff’s] inability to reposition itself as a  
10 service-oriented company” could not be rebutted simply by observing that such  
11 commercial injuries “seem[ed] to be quantifiable”); *Stuhlbarg Int’l Sales Co. v.*  
12 *John D. Brush & Co.*, 240 F.3d 832, 841 (9th Cir. 2001) (noting that the  
13 “threatened loss of prospective customers or goodwill [certainly] supports a finding  
14 of the possibility of irreparable harm”); *eBay, Inc. v. Bidder’s Edge, Inc.*, 100 F.  
15 Supp. 2d 1058, 1066 (N.D. Cal. 2000) (“Harm resulting from lost profits and lost  
16 customer goodwill is irreparable because it is neither easily calculable, nor easily  
17 compensable and is therefore an appropriate basis for injunctive relief.”). Nor  
18 would the harm from a Brazilian injunction stop with Defendants—it would ripple  
19 outwards to Defendants’ Brazilian employees, facilities, and local partners.

20 Ultimately, the balance of equities favors Defendants because InterDigital  
21 seeks to use a foreign injunction and the threat of irreparable harm to Defendants’  
22 business operations and reputation to coerce excessive royalties in violation of its  
23 RAND commitments. In contrast, InterDigital stands to suffer little prejudice if this  
24 Court issues an anti-suit injunction. InterDigital derives no commercial benefit  
25 from excluding Defendants’ Disney+ streaming platform from Brazil because  
26 InterDigital and Defendants do not compete in the streaming market; InterDigital  
27 simply wants (more) money. *See Apple*, 869 F. Supp. 2d at 914 (“By committing to  
28 license its patents on FRAND terms, Motorola committed to license the [SEP] to

1 anyone willing to pay a FRAND royalty and thus implicitly acknowledged that a  
2 royalty is adequate compensation for a license to use that patent.”).

3 Because this remedy has no impact on InterDigital’s ability to seek monetary  
4 damages in Brazil or in any other jurisdiction, and because Defendants would suffer  
5 irreparable harm without it, Defendants satisfy this *Unterweser* factor.

6 **C. The Proposed Injunction Will Not Offend Principles of Comity.**

7 Defendants satisfy the final step in the *Gallo* analysis because the proposed  
8 injunction’s “impact on comity is tolerable.” *See Lenovo*, 120 F.4th at 886. As the  
9 *Lenovo* court explained, *Gallo*’s “particular phrasing is instructive. [It] requires not  
10 that [the court] calculate the precise quantum of the injunction’s interference with  
11 comity, but only that [it] estimate whether any such interference is so great as to be  
12 intolerable.” *Id.* The *Gallo* threshold is not a strict one, and it calls for an inquiry  
13 that is both “flexible, [and] fact- and context-specific.” *Id.* Factors that inform that  
14 inquiry include (i) whether the litigants are private parties in a contractual dispute  
15 versus a dispute implicating public international law or government litigants, (ii)  
16 the timing of the foreign and domestic actions, and (iii) the scope of the requested  
17 injunction. *Id.* The anti-suit injunction Defendants seek will not adversely impact  
18 comity in any of these ways.

19 *First*, “comity is less likely to be threatened in the context of a private  
20 contractual dispute than in a dispute implicating public international law or  
21 government litigants.” *Microsoft*, 696 F.3d at 887; *see also Huawei*, 2018 WL  
22 178406, at \*12; *Gallo*, 446 F.3d at 994. This dispute involves contractual RAND  
23 commitments that Thomson voluntarily entered into in return for its participation in  
24 the standard-setting process, and that InterDigital voluntarily undertook as a  
25 condition of its acquisition of RAND-encumbered patents. This dispute does not  
26 implicate public international law and the parties are all private entities.

27 *Second*, InterDigital’s numerous actions are actually targeted at Defendants’  
28 encoding process—[REDACTED]. Labrozzi

Decl. ¶ 7. This global dispute is also between two parties headquartered in the United States, not Brazil. Dkt. 1 ¶¶ 5, 9. The Brazilian Patents are also foreign counterparts of the '301 Patent asserted in this action. Under these circumstances, preventing InterDigital from enforcing any injunctive relief during the pendency of this action would not impinge on the Brazilian court.

*Third*, Defendants seek a narrow preliminary injunction to prevent InterDigital from enforcing a Brazilian injunction it might obtain on an expedited basis only until this Court can adjudicate Defendants' breach of RAND licensing claims. Courts have recognized that "[t]he scope of the anti-suit injunction is another factor relevant to the comity inquiry," and "[c]omity teaches that the sweep of the injunction should be no broader than necessary to avoid the harm on which the injunction is predicated." *Id.* Here, the proposed injunction is limited in scope temporally, geographically, and substantively. *See Microsoft*, 696 F.3d at 888 (affirming an anti-suit injunction that is tailored, directed specifically to the parties, and limited in time). InterDigital would remain free to proceed to a determination on the merits of the claims it brought in Brazil—Defendants only ask that they not be enjoined from providing their services there while this Court adjudicates the merits of their RAND counterclaims.

Restraining InterDigital from enforcing an exclusionary remedy during pendency of this case will not offend the relations between foreign and domestic courts. Indeed, this Court would not be the first to issue such injunctions to resolve a RAND licensing dispute. *Microsoft*, 696 F.3d at 887; *Huawei*, 2018 WL 178406, at \*12. The injunctions in those cases did not trample upon comity principles, and this one would not either.

## **II. A Preliminary Injunction Is Proper.**

For many of the same reasons already discussed above, a preliminary injunction temporarily preventing InterDigital from enforcing an injunction in Brazil is warranted here. *See Winter*, 555 U.S. at 20.

1       *First*, Defendants are likely to succeed on the merits in establishing  
2 InterDigital is obligated to grant Defendants a license to InterDigital’s asserted  
3 patents on RAND terms. As laid out in Background Section IV, InterDigital and its  
4 predecessor-in-interest previously submitted declarations committing to license its  
5 patents (or related patents and/or applications) on RAND terms to any implementer  
6 of the Compression Standards. As several courts have already ruled, InterDigital’s  
7 RAND commitments to the ITU are binding contractual obligations, and  
8 Defendants are a third-party beneficiary entitled to enforce those obligations. *See*  
9 *Microsoft*, 696 F.3d at 884. Thus, because Defendants have a high likelihood of  
10 establishing they are entitled to a RAND license, preliminary relief is appropriate.

11       *Second*, as described in Background Section VI, Defendants are likely to  
12 suffer irreparable harm absent preliminary relief. Specifically, an injunction in  
13 Brazil would threaten a shutdown of Disney+ there, which would result in the loss  
14 of all Disney+ subscribers and over [REDACTED] over the next few years. *See*  
15 Beck Decl. ¶¶ 6-11. Moreover, the Brazilian court could issue an injunction as soon  
16 as June 2025. Barzilai Decl. ¶ 11.

17       *Third*, as discussed above in Argument Section I.B.3, the balance of equities  
18 favors Defendants. Defendants ask this Court to grant temporary relief to preserve  
19 the status quo just long enough to decide whether InterDigital must provide a  
20 license on RAND terms. Temporarily delaying any injunction in Brazil while this  
21 Court addresses that issue carries no risk to InterDigital, which does not compete in  
22 the streaming market. In contrast, Defendants stand to lose their entire market share  
23 in Brazil.

24       *Finally*, a preliminary injunction would be in the public interest because, if  
25 the public is to receive the benefits of standardization, patent owners must grant the  
26 promised licenses and on terms that do not hold the entire market hostage. Courts  
27 have recognized that industry standards benefit consumers by, for example,  
28 “facilitat[ing] the sharing of information among purchasers of products from

1 competing manufacturers” and consequently “enhancing the utility of all products,”  
2 “enlarging the overall consumer market,” “enhancing competition,” and  
3 “lower[ing] the cost to consumers.” *Broadcom*, 501 F.3d at 308-09. But allowing  
4 InterDigital to avoid its RAND obligations undermines the foundation of trust and  
5 cooperation required to develop such standards. *See id.* at 313. Companies rely on  
6 RAND obligations as an important safeguard when deciding whether to invest in  
7 developing products and services that use standards. *Id.* Thus, unless courts enforce  
8 such obligations, companies will be less incentivized to make such investments and  
9 the public will ultimately be harmed.

## 10 CONCLUSION

11 Defendants request that this Court issue a preliminary injunction enjoining  
12 InterDigital from enforcing any injunction it obtains in the Brazilian Action until  
13 this Court determines if InterDigital breached its RAND licensing obligations.

14  
15 DATED: April 24, 2025

Respectfully submitted,

16  
17 By: /s/ Ryan K. Yagura  
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27 *Disney Platform Distribution, Inc.,*  
28 *BAMTech LLC, Hulu, LLC, and ESPN, Inc.*

**CERTIFICATE OF COMPLIANCE**

The undersigned, counsel of record for Defendants, certifies that this brief contains 6,993 words, which complies with the word limit of L.R. 11-6.1.

Date: April 24, 2025

/s/ Ryan K. Yagura

Ryan K. Yagura



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**CERTIFICATE OF SERVICE**

I hereby certify that on April 24, 2025, a true and correct copy of the foregoing document was served on all counsel of record via electronic mail.

DATED: April 24, 2025 By: /s/ Ryan K. Yagura